

own use, and averred that the firm was utterly insolvent. The answer denied the charges of the bill, but admitted the insolvency of the firm. *Held*, that a receiver should be appointed.

in partnership property as justified the appointment of receivers. As to a bill by a creditor against the firm, see *Sanderson v. Stockdale*, 11 Md. 564.

If one partner, in the ordinary course of trade, seeks to exclude another from taking that part in the concern which he is entitled to take, the Court will grant a receiver. *Speights v. Peters*, 9 Gill, 472. After a dissolution has taken place, or is intended, if one partner acts against the interest of others, or carries on trade with the partnership funds on his own account, or in any other manner excludes his copartner from that share to which he is entitled in winding up the concern, equity will appoint a receiver. *Ibid*, and *Drury v. Roberts*, 2 Md. Ch. 157. Where a partnership still subsists, to apply for an injunction and receiver, a party must show a case of great abuse or misconduct. But after a dissolution the objection to the appointment of a receiver is not so strong. *O'Bryan v. Gibbons*, 2 Md. Ch. 9.

A receiver will not be appointed upon the application of the representatives of a deceased partner against a surviving partner, unless the latter has been guilty of mismanagement and improper conduct. *Walker v. House*, 4 Md. Ch. 39. If both partners are dead, and the representatives of one institute a suit for an account against the representatives of the other, the Court will as a matter of course, appoint a receiver. *Ibid*. Where both parties are alive, and either has a right to dissolve the partnership, and the agreement between them makes no provision for closing up the concern, equity will, as of course, appoint a receiver if they cannot arrange the matter between themselves. *Ibid*.

If one partner absconds, his co-partner is entitled to take possession of the partnership property for the benefit of the firm; and the appointment of a receiver to take charge of the property of the absconding partner does not operate to divest the partner remaining of his right to the partnership property. *Hamill v. Hamill*, 27 Md. 679. The plea of infancy is no bar to a bill by one partner against another for an injunction and receiver. *Bush v. Linthicum*, 59 Md. 344. On a bill by one partner for a receiver, he ought to exhibit the articles of a partnership if in his possession. *Haight v. Burr*, 19 Md. 135.

A bill alleging that complainants had recovered judgment against one of the defendants, on which execution had been issued and levied upon certain goods in a store, and that the other defendant interposes a prior mortgage of these goods to prevent a sale thereof to satisfy the judgments, and that the property so mortgaged and levied on is more than sufficient to pay the mortgage, and that the mortgagor has no other property out of which the judgments can be satisfied, and has since the execution of the mortgage been permitted to use and dispose of the goods, and that part of the goods levied on are not the same as those mortgaged, and that, unless the goods levied on be taken from the possession of the mortgagor, they will be disposed of and the complainants subjected to an entire loss of their claims, makes a good case for an injunction restraining the mortgagor from selling the goods, and the appointment of a receiver. *Rose v. Bevan*, 10 Md. 467. A mortgagee, before he may foreclose, has the right in case of apprehended danger or loss of the mortgaged goods to have a receiver appointed. *Ibid*.

An injunction was granted and a receiver appointed before answer, upon a bill by a judgment creditor, who, after exhausting his remedies at law, was seeking to enforce by a bill in equity his judgment lien against personal property covered by a mortgage. The only allegations of the bill authoriz-